

THE STATE OF TEXAS §

COUNTY OF CAMERON §

BE IT REMEMBERED on the 7th day of November 2019, there was conducted a Regular Meeting of the Cameron County Regional Mobility Authority, at the CCRMA Administrative Office, 3470 Carmen Avenue, Suite 5 thereof, in Rancho Viejo, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

THE BOARD MET AT:

12:00 Noon

PRESENT:

FRANK PARKER, JR.
CHAIRPERSON

MICHAEL F. SCAIEF (PHONE)
DIRECTOR

ARTURO A. NELSON
DIRECTOR

AL VILLARREAL
DIRECTOR

MARK ESPARZA
DIRECTOR

LEO R. GARZA
DIRECTOR

DIRECTOR

DR. MARIA VILLEGAS, M.D.
ABSENT

ABSENT

ABSENT

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The Meeting was called to order by Chairman Parker, at 12:00 Noon. At this time, the Board considered the following matters as per CCRMA Agenda posted and filed for Record in the Office of the County Clerk on this 4th day of November, 2019 at 9:59 A.M.



IMPROVING MORE THAN JUST ROADS

ACCEPTED FOR FILING
CAMERON COUNTY

NOV 04 2019

SYLVIA GARZA-PEREZ
COUNTY CLERK

AGENDA

**Regular Meeting of the Board of Directors
of the
Cameron County Regional Mobility Authority**

3470 Carmen Avenue, Suite 5

Rancho Viejo, Texas 78575

November 07, 2019

12:00 Noon

PUBLIC COMMENTS:

1. Public Comments.

CONSENT ITEMS:

2. All Item(s) under the Consent RMA Agenda are heard collectively unless opposition is presented, in which case the contested Item will be considered, discussed, and appropriate action taken separately.
 - A. Consideration and Approval of the Minutes for:

October 18, 2019 – Special Meeting.

ITEMS FOR DISCUSSION AND ACTION:

3. Action Items.
 - A. Acknowledgement of Claims.
 - B. Approval of Claims.
 - C. Consideration and Approval of an Amended Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority to provide a Traffic Circulation Study Report at Isla Blanca Park.
 - D. Consideration and Approval of Change Order No. 2 with Lucania Construction, LLC for the Cameron County International Bridges Rehabilitation and Maintenance Project.
 - E. Consideration and Approval of Change Order No. 3 with Lucania Construction, LLC for the Cameron County International Bridges Rehabilitation and Maintenance Project.


- F. Consideration and Approval of Change Order No. 4 with Lucania Construction, LLC for the Cameron County International Bridges Rehabilitation and Maintenance Project.
- G. Consideration and Approval of a Resolution and an Advance Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the East Loop Project.
- H. Consideration and Approval of a Resolution and an Amended Advance Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the Morrison Road Project.
- I. Consideration and Approval of a Resolution and an Amended Advance Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the Veterans International Bridge Project.

EXECUTIVE SESSION:

- 4. Executive Session.
 - A. Confer with CCRMA Legal Counsel regarding issues associated with the GEC Contract with FIGG Engineering, Inc., pursuant to V.T.C.A., Government Code Section 551.071 (2).
- 5. Action Relative to Executive Session.
 - A. Possible Action.

ADJOURNMENT:

Signed this 4th day of November 2019.


Frank Parker, Jr.
Chairman

NOTE:

Participation by Telephone Conference Call – One or more members of the CCRMA Board of Directors may participate in this meeting through a telephone conference call, as authorized by Sec. 370.262, Texas Transportation Code. Each part of the telephone conference call meeting that by law must be open to the public shall be audible to the public at the meeting location and will be recorded. On conclusion of the meeting, the recording will be made available to the public.

PUBLIC COMMENTS

1 PUBLIC COMMENTS

None.

CONSENT ITEMS

ALL ITEM(S) UNDER THE CONSENT RMA AGENDA ARE HEARD COLLECTIVELY UNLESS OPPOSITION IS PRESENTED, IN WHICH CASE THE CONTESTED ITEM WILL BE CONSIDERED, DISCUSSED AND APPROPRIATE ACTION TAKEN SEPARATELY

2-A Consideration and Approval of the Minutes for:

October 18, 2019 – Special Meeting.

Mr. Pete Sepulveda, Jr., RMA Executive Director introduced the item to the Board.

Director Esparza moved to approve the minutes for October 18, 2019 Special Meeting. The motion was seconded by Director Garza and carried unanimously.

ACTION ITEMS

3-A Acknowledgement of Claims.

Mr. Victor Barron, RMA Controller went over the Claims for Acknowledgement and presented into the record.

Director Esparza moved to acknowledge the Claims as presented. The motion was seconded by Director Garza and carried unanimously.

The Claims are as follows:

3-B Approval of Claims.

Mr. Victor Barron, RMA Controller went over the Claims and presented into the record.

Director Esparza moved to approve the Claims with changes and subject to approval of item 3G. The motion was seconded by Director Nelson and carried unanimously.

The Claims are as follows:

3-C Consideration and Approval of an Amended Interlocal Agreement between Cameron County and the Cameron County Regional Mobility to provide a Traffic Circulation Study Report at Isla Blanca Park.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board. Mr. Sepulveda mentioned, at the request of Cameron County Parks Department, that the Scope was being changed.

Director Nelson moved to approve the amended Interlocal Agreement between Cameron County and the Cameron County Regional Mobility to provide a Traffic Circulation Study Report at Isla Blanca Park. The motion was seconded by Director Esparza and carried unanimously.

The Agreement is as follows:

3-D Consideration and Approval of Change Order No. 2 with Lucania Construction, LLC for the Cameron County International Bridges Rehabilitation and Maintenance Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and explained to the Board that the purpose of the Change Order was for additional Scope the Cameron County Bridge System was requesting at the Free Trade Bridge.

Director Esparza moved to approve Change Order 2 with Lucania Construction, LLC for the Cameron County International Bridges Rehabilitation and Maintenance Project. The motion was seconded by Director Garza and carried unanimously.

The Work Authorization is as follows:

3-E Consideration and Approval of Change Order No. 3 with Lucania Construction, LLC for the Cameron County International Bridges Rehabilitation and Maintenance Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and explained to the Board that the purpose of the Change Order was to reduce the Scope at Gateway Bridge. Resulting in a decrease of \$15,451.66.

Director Villarreal moved to approve Change Order 3 with Lucania Construction, LLC for the Cameron County International Bridges Rehabilitation and Maintenance Project. The motion was seconded by Director Esparza and carried unanimously.

The Work Authorization is as follows:

3-F Consideration and Approval of Change Order No. 4 with Lucania Construction, LLC for the Cameron County International Bridges Rehabilitation and Maintenance Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and explained to the Board that the purpose of the Change Order is for time extension so no change to Contract amount.

Director Esparza moved to approve Change Order No. 4 with Lucania Construction, LLC for the Cameron County International Bridges Rehabilitation and Maintenance Project. The motion was seconded by Director Garza and carried unanimously.

The Work Authorization is as follows:

3-G Consideration and Approval of a Resolution and an Advance Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the East Loop Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board. Mr. Sepulveda mentioned this was the Funding Agreement for the East Loop Project. Staff reviewed and recommends. This will allow TxDOT to review all project documents.

Director Nelson moved to approve the Resolution and Advance Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the East Loop Project. The motion was seconded by Director Esparza and carried unanimously.

The Agreement is as follows:

3-H Consideration and Approval of a Resolution and an Amended Advance Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the Morrison Road Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board. Mr. Sepulveda mentioned this Amendment was needed to increase CAT 7 Funds from \$300,000 to \$500,000 to be used for Preliminary Engineering.

Director Esparza moved to approve the Resolution and the Amended Advance Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the Morrison Road Project. The motion was seconded by Director Garza and carried unanimously.

The Agreement is as follows:

3-I Consideration and Approval of a Resolution and an Amended Advance Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the Veterans International Bridge Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board. Mr. Sepulveda mentioned this Amendment was needed to increase CAT 7 Funds from \$6,849,786 to \$14,578,845., to be used for Construction and Construction Engineering.

Director Esparza moved to approve the Resolution and the Amended Advance Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the Veterans International Bridge Project. The motion was seconded by Director Villarreal and carried unanimously.

The Agreement is as follows:

EXECUTIVE SESSION ITEMS

Director Nelson made a motion at 12:13 P.M. to go into Executive Session. The motion was seconded by Director Esparza and carried unanimously.

- 4-A Confer with CCRMA Legal Counsel regarding issues associated with the GEC Contract with FIGG Engineering, Inc., Pursuant to V.T.C.A. Government Code, Section 551.071 (2).**

Director Esparza moved to come back into open session at 12:24 P.M. The motion was seconded by Director Nelson and carried unanimously.

ACTION RELATIVE TO EXECUTIVE SESSION ITEMS

- 5-A Confer with CCRMA Legal Counsel regarding issues associated with the GEC Contract with FIGG Engineering, Inc., Pursuant to V.T.C.A. Government Code, Section 551.071 (2).**

Director Esparza moved to proceed as discussed in Executive Session. The motion was seconded by Director Garza and carried unanimously.

ADJOURNMENT

There being no further business to come before the Board and upon motion by Director Nelson and seconded by Director Villarreal and carried unanimously the meeting was **ADJOURNED** at 12:25 P.M.

APPROVED this 7th day of November 2019.


CHAIRMAN FRANK PARKER, JR.

ATTESTED:


ARTURO A. NELSON, SECRETARY

3-A ACKNOWLEDGEMENT OF CLAIMS.



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Claims November 1, 2019

100-Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
AGC Solutions LLC	AGC Nov 2019	4,060.00	Admin Offices Rent for Nov 2019	Indirect	Y	Local	Ope
American Express	AMEX Oct 2019	5,064.43	AMEX Office Expenses for Oct	Indirect	Y	Local	Ope
Blanca C. Betancourt	BCB Oct 2019	87.67	Right of way and Project Coordinator travel reimb	Indirect	Y	Local	Ope
Ericka Trevino	ET Oct 2019	223.49	Accountant/HR travel reimbursement for Oct 2019	Indirect	Y	Local	Ope
MPC Studios, Inc	28240	125.00	Website Hosting Nov 2019	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR.	PSJ 10.31.19	370.94	Executive Director Travel Reimb for Oct 2019	Indirect	Y	Local	Ope
Staples Business Credit	166361406	911.57	Office Supplies September 2019	Indirect	Y	Local	Ope
		10,843.10					

525-Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX Oct 2019	996.42	AMEX Office Expenses for Oct	Indirect	Y	Local	Tolls
Eduardo J. Trevino	EJT Oct 2019	41.76	PT CSR travel reimb for Oct 2019	Indirect	Y	Local	Tolls
FRANCISCO J SANMIGUEL	FSM 10.31.19	81.97	IT Reimbursement for Network Cables	Indirect	Y	Local	Tolls
IBTTA	2020-A-NA-005	2,440.00	IBTTA Membership Annual Dues	Indirect	Y	Local	Tolls
Kapsch TrafficCom USA, Inc	486020SI00959	14,274.00	Toll System Mainenance Support August 2019	Indirect	Y	Local	Tolls
Kapsch TrafficCom	486020SI01252	14,274.00	Toll System Maintenance	Indirect	Y	Local	Tolls
Prisciliano Delgado	10704	200.00	Tolls Lawn Care Services for Oct	Indirect	Y	Local	Tolls
Ruben Ibanez	RI 10.24.19	254.99	Toll Syst Main travel	Indirect	Y	Local	Tolls
Staples Business Credit	166361406	324.28	Office Supplies September 2019	Indirect	Y	Local	Tolls
US Post Master	USPS 10.22.19	230.00	USPS Postage Replenishment	Indirect	Y	Local	Tolls
		\$ 33,117.42					

Operations	\$ 10,843.10
Tolls	33,117.42
Total Transfer	<u>\$ 43,960.52</u>



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims for Acknowledgement October 25, 2019

100-Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Adrian Rincones	AR 10.23.19	\$ 431.67	AR Travel Reimbursement 10.23.19	Indirect	Y	Local	Ope
Adrian Rincones	AR 10.25.19	1,460.24	CFO NHI Training Travel for CFO, Controller and Executive Adm	Indirect	Y	Local	Ope
Aflac	793641	235.82	Employee Supplemental Insurance for October 2019	Indirect	Y	Local	Ope
Maria D Mayorga	LM 10.24.19	411.07	Executive Assistant travel reimbursement for errands and Sea	Indirect	Y	Local	Ope
Victor J. Barron	VJB 10.24.19	449.78	Controller travel reimb for COSO training and Seattle	Indirect	Y	Local	Ope
Gexa Energy, LP	28941987	76.34	Utilities for Ste 6 and Tolls	Indirect	Y	Local	Ope
Gexa Energy, LP	28942517	195.79	Utilities for Ste 5 and 7	Indirect	Y	Local	Ope
Gexa Energy, LP	28944195	221.49	Utilities for Ste 3 and 4	Indirect	Y	Local	Ope
Lone Star Shredding Document Storage	1953777	112.50	Document Shredding Services	Indirect	Y	Local	Ope
Mark Iglesias	MI 10.23.19	80.04	Env. Manager travel reimb	Indirect	Y	Local	Ope
Staples Credit Plan	Staples Oct 2019	143.84	Print of Budget for FY2020	Indirect	Y	Local	Ope
TML Health Benefits Pool	2019-10	6,737.84	Employee Health Insurance Oct-Nov 2019	Indirect	Y	Local	Ope
TML Health Benefits Pool	2019-11	6,737.84	Employee Health Insurance Oct-Nov 2019	Indirect	Y	Local	Ope
Verizon Wireless	7913747104	52.30	Hotspot services	Indirect	Y	Local	Ope
Total Operations		<u>17,346.56</u>					

525 - Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Amazon	Amazon Sep 2019-2	\$ 1,126.28	Amazon Office Supplies for Sep 2019	Indirect	Y	Local	Tolls
Janett Huerta	JH 10.24.19	534.63	Commercial Acct Sup. travel reimb for NTTA Office Visit, Pha	Indirect	Y	Local	Tolls
Gexa Energy, LP	28941987-Tolls	361.34	Utilities for Ste 6 and Tolls	Indirect	Y	Local	Tolls
Gexa Energy, LP	28962002	605.60	Utilities for SH550 FM1847 and DC	Direct	Y	Local	Tolls
Gexa Energy, LP	28963083	165.08	Utilities for SH550 DC	Direct	Y	Local	Tolls
Herendida Elena Martinez	HM 10.23.19	62.41	Tolls Emp travel reimbursement for Pharr's Event 10.10.19	Indirect	Y	Local	Tolls
LexisNexis Risk Solutions FL Inc	1546392-20190930	103.81	Pre-court program for Sep 2019	Indirect	Y	Local	Tolls
Lizbeth J. Ponce	LJP 10.22.19	601.07	Tolls Manager travel reimb for trainings, errands and NTTA	Indirect	Y	Local	Tolls
Matus Contractor Company	138	4,500.00	Cutting grass, garbage collention and herbicide for paredes	Indirect	Y	Local	Tolls
Public Utilities Board	PUB Sep 2019-588837	239.25	SH550 Port Spur Utilities	Port Spur -	Y	Local	Tolls
Public Utilities Board	PUB Sep 2019-600710	280.45	SH550 DC Utilities	Direct	Y	Local	Tolls
TML Health Benefits Pool	2019-10	6,933.22	Employee Health Insurance Oct-Nov 2019	Indirect	Y	Local	Tolls
TML Health Benefits Pool	2019-11	5,498.14	Employee Health Insurance Oct-Nov 2019	Indirect	Y	Local	Tolls
Total Tolls		<u>\$ 21,011.28</u>					

Operations	\$ 17,346.56
Tolls	21,011.28
Total Transfer	<u>\$ 38,357.84</u>



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims for Acknowledgment October 18, 2019

100-Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
AAMECC LLC	3189	\$ 475.00	Old Alice Environmental Work	CC - Old Alice Road	Y	Local	Ope
ROL Consulting LLC	101	7,800.00	Consulting Services for Projects	Indirect	Y	Local	Ope
Mark Iglesias	MI 10.10.19	649.90	Env. Manager travel reimb for Austin	Indirect	Y	Local	Ope
Pathfinder Public Affairs, Inc	21	12,000.00	September Consulting Services	Indirect	Y	Local	Ope
Ruben Ibanez	RI 10.10.19	108.46	Toll Syst and Maint Support travel Reimb	Indirect	Y	Local	Ope
Valley Municipal Utility District	VMUD Sep '19 Ste3	35.68	Water Utilities for Admin Offices Sep 2019	Indirect	Y	Local	Ope
Valley Municipal Utility District	VMUD Sep '19 Ste4	34.55	Water Utilities for Admin Offices Sep 2019	Indirect	Y	Local	Ope
Valley Municipal Utility District	VMUD Sep '19 Ste5	34.17	Water Utilities for Admin Offices Sep 2019	Indirect	Y	Local	Ope
Valley Municipal Utility District	VMUD Sep '19 Ste6	34.92	Water Utilities for Admin Offices Sep 2019	Indirect	Y	Local	Ope
Valley Municipal Utility District	VMUD Sep '19 Ste7	36.43	Water Utilities for Admin Offices Sep 2019	Indirect	Y	Local	Ope
Total Operations		<u>21,209.11</u>					

525 - Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
FRANCISCO J SANMIGUEL	FSM Pharr Jun-Sep'19	\$ 365.40	FSM Pharr Reimb for Mileafe Jun, Jul, Aug and Sep 2019	Indirect	Y	Local	Ope
FRANCISCO J SANMIGUEL	FSM Sep 2019	379.32	FSM CC Mileage Reimb Sep 2019	Indirect	Y	Local	Ope
Ruben Ibanez	RI 10.10.19	131.08	Toll Syst and Maint Support travel Reimb	Indirect	Y	Local	Tolls
Time Warner Cable Business Class	0121858100919	1,917.55	Internet and Phone Services	Indirect	Y	Local	Tolls
US Post Master	USPS 10.16.19	15,000.00	USPS Account Replenishment	Indirect	Y	Local	Tolls
Valley Municipal Utility District	VMUD Tolls Sep '19	43.97	Water Utilities Tolls Sep 2019	Indirect	Y	Local	Tolls
Total Tolls		<u>\$ 17,837.32</u>					

Operations	\$ 21,209.11
Tolls	17,837.32
Total Transfer	<u>\$ 39,046.43</u>

3-B APPROVAL OF CLAIMS



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Claims November 7, 2019

100-Interlocal Agreements

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
S&B Infrastructure, LTD	U2716.110-04	\$ 15,240.84	Cameron County Bridge CM WA #10	CC - Bridge Maintenance	Y	Local	Ope
S&B Infrastructure,	U2972-01	54,302.28	Veterans POV Expansion	CC- Veterans Bridge	Y	Local	Ope
Total Operations		\$ 69,543.12					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Texas Department of Transporation Trust Fund	SH550 Gap II AFA	\$ 142,950.00	AFA GAP II Tx Dot Trust Fund	SH 550	Y	Local	Bonds
Texas Department of Transporation Trust Fund	East Loop Project	281,750.00	AFA East Loop	East Loop	Y	Local	Bonds
		\$ 424,700.00					

3-C CONSIDERATION AND APPROVAL OF AN AMENDED INTERLOCAL AGREEMENT BETWEEN CAMERON COUNTY AND THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY TO PROVIDE A TRAFFIC CIRCULATION STUDY REPORT AT ISLA BLANCA PARK.

Contract No. 2019C10380

THE STATE OF TEXAS §

COUNTY OF CAMERON §

AMENDMENT TO INTERLOCAL AGREEMENT

WHEREAS, on the 2ND day of April 2019, CAMERON COUNTY (hereinafter COUNTY) and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, (hereinafter CCRMA), entered into an Interlocal Agreement (Contract No. 2019C04104) to provide a Traffic Circulation Study Report at Isla Blanca Park; and

WHEREAS, the County desires to allow the CCRMA to expand their scope of services to include the development roadway circulation alternative alignment designs for the Event Center access roadway extension across the United States Coast Guard (USCG) property, analysis of potential Event Center parking lot designs along the USCG roadway, the intersection redesign at the entrance to the park for accessing a dedicated roadway access to the Event Center, the concept design for the expansion of parking lot 10 to the north, and the relocation of the maintenance warehouse facility in the vicinity of parking lot 10; and

WHEREAS, the cost to the additional services described above will not exceed \$12,240.00, and the amount of this Interlocal Agreement will not exceed \$37,240.00; and

WHEREAS, the County and the CCRMA hereby find that the additional services are reasonably required and that this Amendment includes an agreement between the CCRMA and the County pursuant to TEX. GOV'T CODE § 791.025 to the extent applicable; and

WHEREAS, the term of the Interlocal Agreement shall extend until December 31, 2020.

NOW, THEREFORE, County and CCRMA agree to amend the current Interlocal Agreement. The current Interlocal Agreement shall be amended to reflect the following:

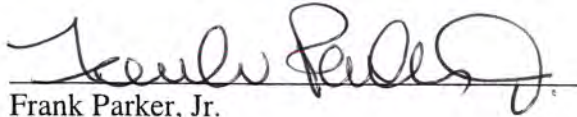
- (1) The CCRMA will expand their scope of services as described above.
- (2) The cost amount of this Interlocal Agreement will not exceed \$37,240.00, to include the additional services provided.
- (3) The terms of this Interlocal Agreement will be extended until December 31, 2020.

It is specifically understood and agreed that no other provisions of the original Interlocal Agreement dated the 2nd day of April, 2019, shall be modified in any respect, except as is specifically set forth above. Any provision not specifically set forth above shall remain a provision and condition as set forth in the original Interlocal Agreement.

Executed on this 29th day of October 2019, at Brownsville, Cameron County, Texas.

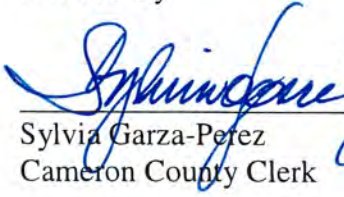


Eddie Treviño, Jr.
Cameron County Judge



Frank Parker, Jr.
CCRMA Chairman

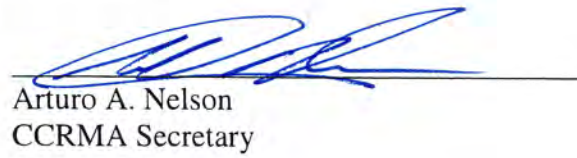
Attested By:



Sylvia Garza-Perez
Cameron County Clerk



Attested By:



Arturo A. Nelson
CCRMA Secretary

**3-D CONSIDERATION AND APPROVAL OF CHANGE ORDER NO. 2 WITH
LUCANIA CONSTRUCTION, LLC FOR THE CAMERON COUNTY
INTERNATIONAL BRIDGES REHABILITATION AND MAINTENANCE
PROJECT.**

CONSTRUCTION CONTRACT CHANGE ORDER: 002

Contract No.: CCRMA 2019-01-INTL

Contractor: Lucania Construction, LLC

Project Location: Cameron County Intl. Bridges


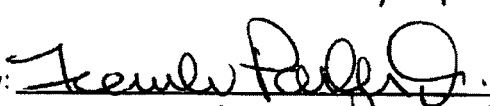
Type of Change Order: Minor Major/Minor

Describe the change and the reason for the change order. When necessary, include exceptions to this agreement.

Cameron County Bridge Dept. has requested the installation and removal of a bypass lane for oversized commercial vehicles be included in the work to be done as part of the construction of the new oversized lane. This change order is for the work related to installing a temporary bypass around the work area and returning the location of the bypass to its

New or revised plan sheets: None

Each Signatory hereby warrants that each has the authority to execute this Change Order

<p>By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expense; additional changes for time, overhead and profit; or loss of compensation as a result of this change. Further the contractor agrees that this agreement is made in accordance with Item 4L and the Contract. Exceptions should be noted in the description of reason for the change order.</p>	<p>By signing this change order, the CCRMA agrees to the changes described herein. Further the CCRMA agrees that this agreement is made in accordance with Item 4L and the Contract. Exceptions should be noted in the description of reason for the change order.</p>
<p>THE CONTRACTOR Date: <u>11/7/19</u></p>	<p>CCRMA Date: <u>11/7/19</u></p>
<p>By: </p>	<p>By: </p>
<p>Type/Printed Name: <u>NICOLA IUVONE</u></p>	<p>Type/Printed Name: <u>FRANK PARKER JR.</u></p>
<p>Type/Printed Title: <u>MEMBER</u></p>	<p>Type/Printed Title: <u>Chairman</u></p>



Contract Price Prior to Change Order..... \$ 1,000,081.83

Net Increase/Decrease of this Change Order..... \$ 7,950.00

Contract Price with Change Order..... \$ 1,008,031.83

Increase/Decrease in Time TBD

Adjusted Completion Date TBD

Recommended for Execution:

Hector J. Lopez, PE, Project Manager 9/27/19



Mission, September 09, 2019

Mr.
Hector Lopez P.E.
S&B Infrastructure
McAllen, TX

Att.: Big trucks detour at Los Indios Bridge
(Contract CCRMA-2019-01-INTL)

Dear Mr. Lopez,

We are pleased to submit our offer for the works regarding to the "Big trucks detour at Los Indios Bridge" for the following bid items and quantities:

Item	Description	Unit	Qty	Unit Price	Total (\$)
1	INSTALL AND REMOVE 8" CALICHE (100' x 20')	SY	225	\$ 28.00	6,300.00
2	REMOVE AND REINSTALL CHAIN LINK FENCE	LF	50	\$ 33.00	1,650.00
				Great Total:	7,950.00

NOTES:

- Lucania Construction includes: All labor, equipment and the final haul off of this material.
- The material to be used for the embankment will be taken from the southbound road area to be excavated.
- There is not any excavation included.

If you have any question or further clarification, please do not hesitate to contact me.

We would like to confirm our interest in working with you on this project and indeed of our continuous best attention at all times.


NICOLA FIVONE
HEAVY CIVIL CONSTRUCTION
LUCANIA CONSTRUCTION LLC
956-600-4471

**3-E CONSIDERATION AND APPROVAL OF CHANGE ORDER NO. 3 WITH
LUCANIA CONSTRUCTION, LLC FOR THE CAMERON COUNTY
INTERNATIONAL BRIDGES REHABILITATION AND MAINTENANCE
PROJECT.**

CONSTRUCTION CONTRACT CHANGE ORDER: 003

Contract No.: CCRMA 2019-01-INTL

Contractor: Lucania Construction, LLC

Project Location: Cameron County Intl. Bridges

Type of Change Order: Minor Major/Minor

Describe the change and the reason for the change order. When necessary, include exceptions to this agreement.

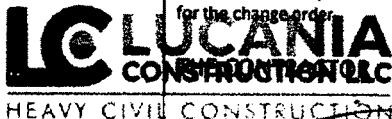
Upon completion of asphalt milling at Gateway International Bridge, it was determined that the Armored Expansion Joints at the bridge would not require replacement, only cleaning and resealing. This resulted in a change of scope at a lower unit rate. additional asphalt was necessary to match grade to provide a smooth driving surface after the milling operation; surface at gateway resulting in a quantity overrun of materials. In addition, the asphalt performance grade was changed due to plant production limitations, resulting in a reduced unit price.

New or revised plan sheet: None

Each Signatory hereby warrants that each has the authority to execute this Change Order

By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expense; additional changes for time, overhead and profit; or loss of compensation as a result of this change. Further the contractor agrees that this agreement is made in accordance with Item 4L and the Contract. Exceptions should be noted in the description of reason for the change order.

By signing this change order, the CCRMA agrees to the changes described herein. Further the CCRMA agrees that this agreement is made in accordance with Item 4L and the Contract. Exceptions should be noted in the description of reason for the change order.



Date: 11/7/19

CCRMA

Date: 11/7/19

By: 

By: 

Type/Printed Name: Nicola Iuvone

Type/Printed Name: FRANK PARKER JR.

Type/Printed Title: MEMBER

Type/Printed Title: Chairman

Contract Price Prior to Change Order (Including Change Order 02) \$ 1,008,031.83

Net Increase/Decrease of this Change Order \$ -5,451.66

Contract Price with Change Order \$ 1,002,580.17

Increase/Decrease in Time N/A

Adjusted Completion Date N/A

Recommended for Execution:


Hector J. Lopez, PE, Project Manager 10/4/19
11/7/19

Table A: Contract Items

ITEM	DESCRIPTION	UNIT	ORIGINAL + PREVIOUSLY REVISED		REVISED		OVERRUN/ UNDERRUN
			UNIT COST	QUANTITY	ITEM COST	QUANTITY	
GATEWAY INTERNATIONAL BRIDGE							
DEDUCTION							
340-6119	D-GR HMA (SQ) TY-D SAC-A PG70-22 - INSTALL NEW DECK WEARING SURFACE	TON	487.00	71.10	34,625.70	0.00	-34,625.70
785-6011	BRIDGE JOINT REPLACEMENT (SEJ) - REPLACE DECK EXPANSION JOINTS	LF	340.00	72.00	24,480.00	0.00	-24,480.00
340-6119	D-GR HMA (SQ) TY-D SAC-A PG70-22 - INSTALL NEW DECK WEARING SURFACE	TON	520.00	18.00	9,360.00	0.00	-9,360.00
ADDITION							
713-6004	SEALING AND CLEANING (EXPANSION JTS)	LF	0.00	0.00	0.00	72.00	3,024.00
340-6119	D-GR HMA (SQ) TY-D SAC-A PG64-22 - INSTALL NEW DECK WEARING SURFACE	TON	0.00	0.00	0.00	106.52	50,810.04
340-6119	D-GR HMA (SQ) TY-D SAC-A PG64-22 - INSTALL NEW DECK WEARING SURFACE	TON	0.00	0.00	0.00	18.00	9,180.00
		</					

**3-F CONSIDERATION AND APPROVAL OF CHANGE ORDER NO. 4 WITH
LUCANIA CONSTRUCTION, LLC FOR THE CAMERON COUNTY
INTERNATIONAL BRIDGES REHABILITATION AND MAINTENANCE
PROJECT.**

CONSTRUCTION CONTRACT CHANGE ORDER: 004

Contract No.: CCRMA 2013-01-INTL

Contractor: Lucania Construction, LLC

Project Location: Cameron County Intl. Bridges

Type of Change Order: Minor Major/Minor

Describe the change and the reason for the change order. When necessary, include exceptions to this agreement.

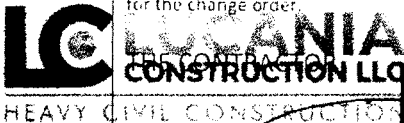
Extension of contract time of 35 days due additional work requested by Cameron County, utility adjustments by third parties outside of their control, and coordination work related to the temporary oversized bypass at Los Indios Bridge.

New or revised plan sheets: None

Each Signatory hereby warrants that each has the authority to execute this Change Order

By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expense, additional charges for time, overhead and profit; or loss of compensation as a result of this change. Further the contractor agrees that this agreement is made in accordance with Item 4L and the Contract. Exceptions should be noted in the description of reason for the change order.

By signing this change order, the CCRMA agrees to the changes described herein. Further the CCRMA agrees that this agreement is made in accordance with Item 4L and the Contract. Exceptions should be noted in the description of reason for the change order.



Date: 11/7/19

CCRMA

Date: 11/7/19

By: 

By: 

Type/Printed Name: NICOLA IUVONE

Type/Printed Name: FRANK PARKER JR

Type/Printed Title: MEMBER

Type/Printed Title: Chairman

Contract Price Prior to Change Order\$ 1,002,580.17


Net Increase/Decrease of this Change Order.....\$ 0.00

Contract Price with Change Order\$ 1,002,580.17

Increase/Decrease in Time 35 days

Adjusted Completion Date December 2, 2019

Recommended for Execution:


Hector J. Lopez, PE, Project Manager 10/22/19



Mission, October 22, 2019

Mr.
Hector Lopez P.E.
S&B Infrastructure
McAllen, TX

Att.: Contract time extension
(Contract CCRMA-2019-01-INTL)

Dear Mr. Lopez,

We would like to present to your consideration an extension on the project time based on the following facts that affected our original plan:

- Works done regarding the change order No. 1 (1 week)
- Waiting for definition over detour on Southbound at Los Indios (2 weeks)
- Waiting for the inconvenient moving the electrical post on Northbound at Los Indios (1.5 week)
- Detour Construction (1/2 week)

Total aprox on delays: 5 weeks

According to the plan attached, our new termination date should be 12.2.19, aprox 1 month later than the contract finish time which is on 10.28.19.

So, we consider that an extension for 5 weeks could be appropriate for both parties.

If you have any question or further clarification, please do not hesitate to contact me.

We would like to confirm our interest in working with you on this project and indeed of our continuous best attention at all times.


LC LUCANIA
CONSTRUCTION LLC
HEAVY CIVIL CONSTRUCTION
NICO ALVARE
LUCANIA CONSTRUCTION LLC
956-600-4471
10/22/2019



October 22, 2019

Mr. Pete Sepulveda Jr.
Executive Director
Cameron County Regional Mobility Authority (CCRMA)
3461 Carmen Ave.
Rancho Viejo, Texas 78575

Re: Contractor Request for Contract Time Extension – Change Order No. 4
Cameron County International Bridges Rehabilitation and Maintenance Project
CCRMA Project No. 2019-01-INTL

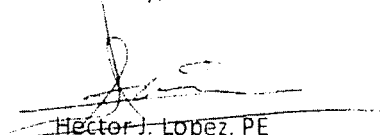
Dear Mr. Sepulveda:

Attached you will find the Request for Contract Time Extension by Lucania Construction, LLC (Lucania) for work related to the Cameron County International Bridges Rehabilitation and Maintenance Project. The original date of substantial completion for the project is October 29th, 2019. The Contractor has submitted an extension request for an additional 35 calendar days, resulting in the proposed date of substantial completion to be December 2nd, 2019. The time extension request is based on the additional work requested by Cameron County, utility adjustments by third parties outside of their control, and coordination work related to the temporary oversized bypass at Los Indios Bridge.

S & B Infrastructure, Ltd. has reviewed the request for additional time and the schedule provided and find the proposed schedule to be reasonable. The change order is for a time extension only and does not include a change in contract cost. S&B has no objection in granting the time extension requested.

We appreciate the opportunity to be of continued service to the CCRMA on this project. If you have any comments or need additional information, please do not hesitate to contact us.

Sincerely,



Hector J. Lopez, PE
Project Manager

CC: Josue Garcia, Jr. – Bridge Director, Cameron County

3-G **CONSIDERATION AND APPROVAL OF A RESOLUTION AND AN ADVANCE
FUNDING AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY AND THE TEXAS DEPARTMENT OF
TRANSPORTATION FOR THE EAST LOOP PROJECT.**

TxDOT:		Federal Highway Administration:	
CSJ #	0921-06-315	CFDA No.	20.205
RCSJ#	0921-06-323	CFDA Title	Highway Planning and Construction
District #	21 – Pharr		
Code Chart 64 #	60338		
Project Name	East Loop, From IH-69E to SH 4	AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Earmark Funds/Surface Transportation Block Grant Project
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **Cameron County Regional Mobility Authority**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 115291 authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **preliminary engineering (schematic and environmental) and plans, specifications and estimate (PS&E) for the construction of East Loop from IH-69E to SH 4**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Texas Transportation Commission has not authorized funding for the construction of the highway improvement or other transportation project and the project is not currently listed and approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation Improvement Program (STIP). This Agreement does not represent a commitment to future project

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Project Name	East Loop, From IH-69E to SH 4	AFA Not Used For Research & Development	

funding for any project elements, including construction, not specifically outlined in the Agreement. Costs not specifically identified as reimbursable under this Agreement will not be requested or reimbursed.

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated 11/07/2019, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	N/A	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of **preparation of preliminary engineering (schematic and environmental) and plans, specifications and estimate (PS&E) for the construction of East Loop from IH-69E to SH 4 as shown on Attachment B.**

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one

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individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

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- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under

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this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay

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resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas

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Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

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14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
Cameron County Regional Mobility Authority ATTN: Chairman 3461 Carmen Avenue Rancho Viejo, Texas 78575	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

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19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

TxDOT:		Federal Highway Administration:	
CSJ #	0921-06-315	CFDA No.	20.205
RCSJ#	0921-06-323	CFDA Title	Highway Planning and Construction
District #	21 – Pharr		
Code Chart 64 #	60338		
Project Name	East Loop, From IH-69E to SH 4	AFA Not Used For Research & Development	

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may

TxDOT:		Federal Highway Administration:	
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Project Name	East Loop, From IH-69E to SH 4	AFA Not Used For Research & Development	

request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

TxDOT:		Federal Highway Administration:	
CSJ #	0921-06-315	CFDA No.	20.205
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Code Chart 64 #	60338		
Project Name	East Loop, From IH-69E to SH 4	AFA Not Used For Research & Development	

- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

TxDOT:		Federal Highway Administration:	
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Code Chart 64 #	60338		
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28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

TxDOT:		Federal Highway Administration:	
CSJ #	0921-06-315	CFDA No.	20.205
RCSJ#	0921-06-323	CFDA Title	Highway Planning and Construction
District #	21 – Pharr		
Code Chart 64 #	60338		
Project Name	East Loop, From IH-69E to SH 4	AFA Not Used For Research & Development	

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

TxDOT:		Federal Highway Administration:	
CSJ #	0921-06-315	CFDA No.	20.205
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District #	21 – Pharr		
Code Chart 64 #	60338	AFA Not Used For Research & Development	
Project Name	East Loop, From IH-69E to SH 4		

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

DocuSigned by:

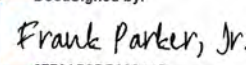
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 Signature

Kenneth Stewart
 Typed or Printed Name

Director of Contract Services
 Typed or Printed Title

11/19/2019
 Date

THE LOCAL GOVERNMENT

DocuSigned by:

 2770AB3DD0334AB...
 Signature

Frank Parker, Jr.
 Typed or Printed Name

Chairman
 Typed or Printed Title

11/18/2019
 Date

TxDOT:		Federal Highway Administration:	
CSJ #	0921-06-315	CFDA No.	20.205
RCSJ#	0921-06-323	CFDA Title	Highway Planning and Construction
District #	21 – Pharr		
Code Chart 64 #	60038	<i>AFA Not Used For Research & Development</i>	
Project Name	East Loop, From IH-69E to SH 4		

ATTACHMENT A
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

THE STATE OF TEXAS

COUNTY OF CAMERON

RESOLUTION

BE IT RESOLVED THAT ON THE 7TH DAY OF NOVEMBER, 2019, THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY CONVENED IN REGULAR SESSION, AND UPON THE REQUEST OF THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS, THE FOLLOWING ITEM WAS OFFERED AND ADOPTED, TO WIT:

“CONSIDERATION AND APPROVAL OF A RESOLUTION AND AN ADVANCE FUNDING AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE EAST LOOP PROJECT”

WHEREAS: the Cameron County Regional Mobility Authority is in the process of entering into an Advance Funding Agreement with the Texas Department of Transportation for the construction of a four to six-lane roadway from SH 4 to I69E (U.S. 77/83) at the Veterans International Bridge at Los Tomates; and


WHEREAS: the East Loop Project is approximately 10.2 miles long which includes the construction of a new four lane divided highway from FM 3068 to SH 4 which includes the construction of a new four lane/six lane divided highway from FM 3068/FM 1419 to the Veterans International Bridge I69E (U.S. 77/83); and


WHEREAS: this new location highway would facilitate the flow of traffic.


NOW THEREFORE BE IT FURTHER PROCLAIMED, that the Cameron County Regional Mobility Authority Board of Directors approves the Advance Funding Agreement and authorizes the Chairman to execute the Advance Funding Agreement and any other documents needed.


Passed, Approved and Adopted on this 7th day of November, 2019.

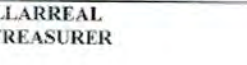
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY



 FRANK PARKER, JR.
 RMA CHAIRMAN

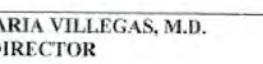

 ARTURO A. NELSON
 RMA SECRETARY


 MICHAEL F. SCAIEF
 RMA VICE CHAIRMAN


 MARK ESPARZA
 RMA DIRECTOR


 AL VILLARREAL
 RMA TREASURER

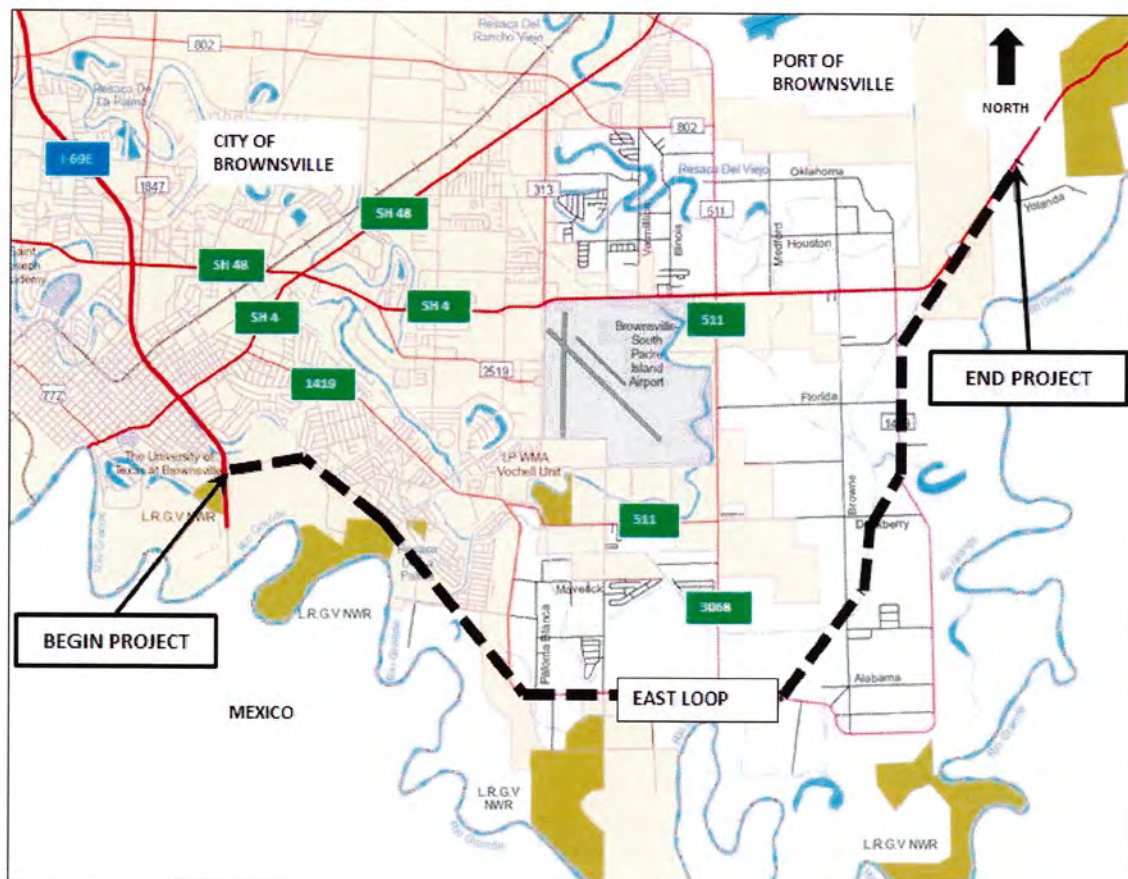

 LEO R. GARZA
 RMA DIRECTOR


 DR. MARIA VILLEGAS, M.D.
 RMA DIRECTOR

TxDOT:		Federal Highway Administration:	
CSJ #	0921-06-315	CFDA No.	20.205
RCSJ#	0921-06-323	CFDA Title	Highway Planning and Construction
District #	21 – Pharr		
Code Chart 64 #	60038		
Project Name	East Loop, From IH-69E to SH 4	AFA Not Used For Research & Development	

ATTACHMENT B

LOCATION MAP SHOWING PROJECT



TxDOT:		Federal Highway Administration:	
CSJ #	0921-06-315	CFDA No.	20.205
RCSJ#	0921-06-323	CFDA Title	Highway Planning and Construction
District #	21 – Pharr		
Code Chart 64 #	60338		
Project Name	East Loop, From IH-69E to SH 4	AFA Not Used For Research & Development	

ATTACHMENT C PROJECT BUDGET

The total cost for the preparation of the preliminary engineering (schematic and environmental) and plans, specifications and estimate (PS&E) is \$4,025,000. Of this amount, \$3,875,000 includes a combination of Category 7 (Surface Transportation Block Grant) and Category 10 (Earmark) federal funds, state funds and local funds. For Category 10 (Earmark), the federal share is 100% until the Federal funding reaches the maximum obligated amount. For Category 7, considering a 71% Economically Disadvantaged County Program reduction to the project's PS&E costs, the federal share is 80%, the state share is 14.2% and the local government share is 5.8% for these costs. The Local Government will be responsible for 100% of the preliminary engineering, the direct state costs for engineering, environmental, Right of Way, utility, and all project costs exceeding the approved federal and state funding. The Local Government will be responsible for 100% of all cost overruns. The following is an estimated breakdown of the project costs and funding participation:

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Preliminary Engineering (100% by LG)	\$150,000	0%	\$0	0%	0%	\$0	100%	100%	\$150,000
PS&E (by LG) Cat 10	\$911,515	100%	\$911,515	0%	0%	\$0	0%	0%	\$0
PS&E (by LG) Cat 7	\$2,963,485	80%	\$2,370,788	0%	14.2%	\$420,815	20%	5.8%	\$171,882
Subtotal	\$4,025,000		\$3,282,303			\$420,815			\$321,882
Environmental Direct State Costs	\$56,350	0%	\$0	0%	0%	\$0	100%	100%	\$56,350
Right of Way Direct State Costs	\$14,088	0%	\$0	0%	0%	\$0	100%	100%	\$14,088
Engineering Direct State Costs	\$197,225	0%	\$0	0%	0%	\$0	100%	100%	\$197,225
Utility Direct State Costs	\$14,088	0%	\$0	0%	0%	\$0	100%	100%	\$14,088
Indirect State Costs (5.33%)	\$214,533	0%	\$0	100%	100%	\$214,533	0%	0%	\$0
Subtotal	\$496,283		\$0			\$214,533			\$281,750
TOTAL	\$4,521,283		\$3,282,303			\$635,347			\$603,632

Initial payment by the Local Government to the State: **\$ 281,750**
Payment by the Local Government to the State before construction: **\$ 0**
Estimated total payment by the Local Government to the State: **\$ 281,750**

This is an estimate. The final amount of Local Government participation will be based on actual costs.

**3-H CONSIDERATION AND APPROVAL OF A RESOLUTION AND AN AMENDED
ADVANCE FUNDING AGREEMENT BETWEEN THE CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY AND THE TEXAS DEPARTMENT OF
TRANSPORTATION FOR THE MORRISON ROAD PROJECT.**

CSJ # 0921-06-291
District # 21- Pharr
Code Chart 64 # 60338
Project: **Morrison Road,
from FM 1847 to FM 511**
Federal Highway Administration
CFDA Title: Highway Planning
and Construction
CFDA No.: 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
AMENDMENT # 1**

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and **Cameron County Regional Mobility Authority**, acting by and through its duly authorized officials, called the Local Government.

W I T N E S S E T H

WHEREAS, the State and the Local Government executed a contract on **26th day of June, 2019** to effectuate their agreement for **preliminary engineering for the construction of Morrison Road as a new 4 lane roadway from FM 1847 to FM 511**; and,

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

A G R E E M E N T

1. Description of Amended Items

Article 24, Inspection of Books, is deleted in its entirety and replaced with the following:

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

CSJ # 0921-06-291
District # 21- Pharr
Code Chart 64 # 60338
Project: **Morrison Road,
from FM 1847 to FM 511**
Federal Highway Administration
CFDA Title: Highway Planning
and Construction
CFDA No.: 20.205
Not Research and Development

Attachment C, "Project Budget" is deleted in its entirety and replaced with Attachment C-1 "Project Budget", which is attached to this amendment. As a result of recent updates to preliminary engineering costs approved by the Brownsville Metropolitan Planning Organization, Category 7, Surface Transportation Block Grant, funds are increased from \$300,000 to \$500,000, a total increase of \$200,000. The \$200,000 increase in Category 7 funds resulted in an increase of \$10,660 in indirect state costs which are being paid by the State.

All other provisions of the original contract are unchanged and remain in full force and effect.

2. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this amendment on the date stated under that party's signature.

THE LOCAL GOVERNMENT

DocuSigned by:

Frank Parker, Jr.

2770AB3DD0334AB

Frank Parker, Jr.
Chairman
Cameron County Regional Mobility Authority

11/11/2019

Date

THE STATE OF TEXAS

DocuSigned by:

Kenneth Stewart

F1CDA00FD86C4B6

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

11/15/2019

Date

CSJ # 0921-06-291
 District # 21- Pharr
 Code Chart 64 # 60338
 Project: **Morrison Road,
 from FM 1847 to FM 511**
 Federal Highway Administration
 CFDA Title: Highway Planning
 and Construction
 CFDA No.: 20.205
 Not Research and Development

ATTACHMENT C-1 PROJECT BUDGET

The cost for the preparation of the schematic and environmental document, including public involvement, totals \$500,000 which includes a combination of Category 7 (Surface Transportation Block Grant) federal funds, state funds and local funds. Considering a 71% Economically Disadvantaged County Program reduction to the project's preliminary engineering, the federal share is 80%, the state share is 14.2% and the local government share is 5.8% until the Federal funding reaches the maximum obligated amount. The Local Government will be responsible for 100% of the direct state costs of preliminary engineering and all project costs exceeding the approved federal and state funding. The following is an estimated breakdown of the project costs and funding participation:

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Preliminary Engineering (by LG) Cat 7	\$500,000	80%	\$400,000	0%	14.20%	\$71,000	20%	5.80%	\$29,000
Subtotal	\$500,000		\$400,000			\$71,000			\$29,000
Environmental Direct State Costs	\$18,000	0%	\$0	0%	0%	\$0	0%	100%	\$18,000
Right of Way Direct State Costs	\$6,000	0%	\$0	0%	0%	\$0	0%	100%	\$6,000
Engineer. Direct State Costs	\$30,000	0%	\$0	0%	0%	\$0	0%	100%	\$30,000
Utility Direct State Costs	\$6,000	0%	\$0	0%	0%	\$0	0%	100%	\$6,000
Indirect State Costs (5.33%)	\$26,650	0%	\$0	100%	100%	\$26,650	0%	0%	\$0
Subtotal	\$86,650		\$0			\$26,650			\$60,000
TOTAL	\$586,650		\$400,000			\$97,650			\$89,000

Initial payment by the Local Government to the State: **\$60,000**
 Payment by the Local Government to the State before construction: **\$ 0**
 Estimated total payment by the Local Government to the State: **\$60,000**

This is an estimate. The final amount of Local Government participation will be based on actual costs.

**THE STATE OF TEXAS
COUNTY OF CAMERON**

RESOLUTION

BE IT RESOLVED THAT ON THE 7TH DAY OF NOVEMBER, 2019, THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY CONVENED IN REGULAR SESSION, AND UPON THE REQUEST OF THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS, THE FOLLOWING ITEM WAS OFFERED AND ADOPTED, TO WIT:

“CONSIDERATION AND APPROVAL OF A RESOLUTION AND AN AMENDED ADVANCE FUNDING AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE MORRISON ROAD PROJECT”

WHEREAS: Cameron County Regional Mobility Authority is in the process of entering into an Amended Advance Funding Agreement with the Texas Department of Transportation to prepare the schematic and environmental document for the construction of Morrison Road as a 4 lane roadway from FM 1847 to FM 511; and

WHEREAS: Cameron County Regional Mobility Authority by this Resolution authorizes the Chairman to execute an Amended Advance Funding Agreement to prepare the schematic and environmental document for the construction of Morrison Road as a 4 lane roadway from FM 1847 to FM 511; and

WHEREAS: this Amended Advance Funding Agreement will fund the above mentioned tasks for the Morrison Road Project.

NOW THEREFORE BE IT FURTHER PROCLAIMED, that the Cameron County Regional Mobility Authority Board of Directors approves the Amended Advance Funding Agreement and authorizes the Chairman to execute said Amended Advance Funding Agreement and any other documents needed.

Passed, Approved and Adopted on this 7th day of November, 2019.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY




FRANK PARKER, JR.
CHAIRMAN

MICHAEL SCAIEF
VICE CHAIRMAN



AL VILLARREAL
TREASURER


DR. MARIA VILLEGAS, M.D.
DIRECTOR



ARTURO A. NELSON
SECRETARY



MARK ESPARZA
DIRECTOR



LEO R. GARZA
DIRECTOR

- 3-I CONSIDERATION AND APPROVAL OF A RESOLUTION AND AN AMENDED
ADVANCE FUNDING AGREEMENT BETWEEN THE CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY AND THE TEXAS DEPARTMENT OF
TRANSPORTATION FOR THE VETERANS INTERNATIONAL BRIDGE
PROJECT.**

CSJ # 0921-06-313
District # 21- Pharr
Code Chart 64 # 60338
Project: **Veterans International Crossing**
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA No.: 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
AMENDMENT # 1**

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and **Cameron County Regional Mobility Authority**, acting by and through its duly authorized officials, called the Local Government.

W I T N E S S E T H

WHEREAS, the State and the Local Government executed a contract on **21st day of August, 2019** to effectuate their agreement for **Expansion of primary lanes for passenger vehicles at Veterans International Bridge Port of Entry**, and,

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

A G R E E M E N T

1. Description of Amended Items

Attachment C, "Project Budget", is deleted in its entirety and replaced with Attachment C-1, "Project Budget", which is attached to this amendment. As a result of recent updates by the Brownsville Metropolitan Planning Organization, Category 7 (Surface Transportation Block Grant) funds are added for the construction and construction engineering of this project. The total Category 7 funds are increased from \$6,849,786 to \$14,578,845; a total increase of \$7,729,059.

The \$7,729,059 increase in Category 7 funds resulted in an increase of \$255,763 in indirect state costs which are being paid by the State.

The Local Government's contribution for Construction, which is funded 100% by the local Government, is decreased from \$5,150,214 to \$2,246,868; total decrease of \$2,903,346.

CSJ # 0921-06-313
District # 21- Pharr
Code Chart 64 # 60338
Project: **Veterans International Crossing**
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA No.: 20.205
Not Research and Development

All other provisions of the original contract are unchanged and remain in full force and effect.

2. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this amendment on the date stated under that party's signature.

THE LOCAL GOVERNMENT

DocuSigned by:

Frank Parker, Jr.

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Frank Parker, Jr.

Chairman

Cameron County Regional Mobility Authority

11/11/2019

Date

THE STATE OF TEXAS

DocuSigned by:

Kenneth Stewart

F18DA00F88C4B6...

Kenneth Stewart

Director of Contract Services

Texas Department of Transportation

11/13/2019

Date

CSJ # 0921-06-313
 District # 21- Pharr
 Code Chart 64 # 60338
 Project: **Veterans International Crossing**
 Federal Highway Administration
 CFDA Title: Highway Planning and Construction
 CFDA No.: 20.205
 Not Research and Development

ATTACHMENT C-1 PROJECT BUDGET

The total cost of construction and construction engineering is \$16,825,713 of which \$14,578,845 includes a combination of Category 7 (Surface Transportation Block Grant) federal funds, state funds and local funds. Considering a 71% Economically Disadvantaged County Program reduction to the project's construction and construction engineering costs, the federal share is 80%, the state share is 14.2% and the local government share is 5.8% for these costs. The Local Government will be responsible for 100% of the Preliminary Engineering (PE), direct state costs for environmental, ROW, engineering, utility and all project costs exceeding the approved federal funding. The following is an estimated breakdown of the project costs and funding participation:

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Preliminary Engineering (by LG)	\$356,435	0%	\$0	0%	0%	\$0	100%	100%	\$356,435
Construction (by LG) Cat 7	\$13,134,449	80%	\$10,507,559	0%	14.2%	\$1,865,092	20%	5.8%	\$761,798
Construction (by LG) 100% Local	\$2,246,868	0%	\$0	0%	0%	\$0	100%	100%	\$2,246,868
Construction Engineering (by LG) Cat.7	\$1,304,396	80%	\$1,043,517	0%	14.2%	\$185,224	20%	5.8%	\$75,655
Subtotal	\$17,042,148		\$11,551,076			\$2,050,316			\$3,440,756
Environmental Direct State Costs	\$16,040	0%	\$0	0%	0%	\$0	100%	100%	\$16,040
Right of Way Direct State Costs (District review and oversight)	\$5,347	0%	\$0	0%	0%	\$0	100%	100%	\$5,347
Engineering Direct State Costs	\$26,732	0%	\$0	0%	0%	\$0	100%	100%	\$26,733
Utility Direct State Costs	\$5,346	0%	\$0	0%	0%	\$0	100%	100%	\$5,347
Construction Direct State Costs (State review and oversight of Construction Engineering) Cat 7	\$140,000	80%	\$112,000	0%	14.2%	\$19,880	20%	5.8%	\$8,120
Indirect State Costs (5.33%)	\$903,234	0%	\$0	100%		\$903,234	0%	0%	\$0
Subtotal	\$1,096,699		\$112,000			\$923,114			\$61,585
TOTAL	\$18,138,847		\$11,663,076			\$2,973,430			\$3,502,341

Initial payment by the Local Government to the State: **\$53,465**
 Payment by the Local Government to the State before construction: **\$ 8,120**
 Estimated total payment by the Local Government to the State: **\$61,585**
 This is an estimate. The final amount of Local Government participation will be based on actual costs.

**THE STATE OF TEXAS
COUNTY OF CAMERON**

RESOLUTION

BE IT RESOLVED THAT ON THE 7TH DAY OF NOVEMBER, 2019, THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY CONVENED IN REGULAR SESSION, AND UPON THE REQUEST OF THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS, THE FOLLOWING ITEM WAS OFFERED AND ADOPTED, TO WIT:

“CONSIDERATION AND APPROVAL OF A RESOLUTION AND AN AMENDED ADVANCE FUNDING AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE VETERANS BRIDGE PROJECT ”

WHEREAS: Cameron County Regional Mobility Authority is in the process of entering into an Amended Advance Funding Agreement with the Texas Department of Transportation for the construction and the construction engineering of the Customs and Border Protection Primary Expansion lane Project at the Veterans Bridge at Los Tomates; and

WHEREAS: Cameron County Regional Mobility Authority by this Resolution authorizes the Chairman to execute an Amended Advance Funding Agreement for the Customs and Border Protection Primary Expansion lane Project at the Veterans Bridge at Los Tomates; and

WHEREAS: this Amended Advance Funding Agreement will fund the above mentioned tasks for the Customs and Border Protection Primary Expansion lane Project at the Veterans Bridge at Los Tomates Project.


NOW THEREFORE BE IT FURTHER PROCLAIMED, that the Cameron County Regional Mobility Authority Board of Directors approves the Amended Advance Funding Agreement and authorizes the Chairman to execute said Amended Advance Funding Agreement and any other documents needed.

Passed, Approved and Adopted on this 7th day of November, 2019.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY



FRANK PARKER, JR.
CHAIRMAN

MICHAEL F. SCAIEF
VICE CHAIRMAN



AL VILLARREAL
TREASURER

DR. MARIA VILLEGAS, M.D.
DIRECTOR



ARTURO A. NELSON
SECRETARY



MARK ESPARZA
DIRECTOR



LEO R. GARZA
DIRECTOR